

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 43	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK15551195R		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Donald Wood			b. TELEPHONE NUMBER (No collect calls) 321-867-6235		8. OFFER DUE DATE/LOCAL TIME 07/30/2015 1000 ET
9. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 488190 SIZE STANDARD: \$32.5 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE		16. ADMINISTERED BY NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		17. RATING	
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		19. DELIVER TO CODE		20. ADMINISTERED BY CODE	
TELEPHONE NO.				21. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Kennedy Space Center Flight Operations and Maintenance Support Services as described in Attachment J-01, Statement of Work (SOW).						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION A - SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is \$ TBP.

(End of clause)

B.2 SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated Attachment J-1, Statement of Work.

CLIN	Type	Description	Amount
BASE Period 10/01/15 – 9/30/16			
01	FFP	Baseline Work	\$ TBP
02	FFP	Non Reoccurring Work	\$200,000.00**
Option 1 10/01/16 – 09/30/17			
03	FFP	Baseline Work	\$ TBP
04	FFP	Non Reoccurring Work	\$200,000.00**
Option 2 10/01/17 – 09/30/18			
05	FFP	Baseline Work	\$ TBP
06	FFP	Non Reoccurring Work	\$200,000.00**
Option 3 10/01/18 – 09/30/19			
07	FFP	Baseline Work	\$ TBP
08	FFP	Non Reoccurring Work	\$200,000.00**
Option 4 10/01/19 – 09/30/20			
09	FFP	Baseline Work	\$ TBP
10	FFP	Non Reoccurring Work	\$200,000.00**

** Estimate

(End of clause)

B.3 Non Reoccurring Work Rate Schedule

The purpose of this clause is to set forth Firm Fixed Price fully burdened rates identified in the table below, to be used by the Government in ordering additional requirements as needed for Non Reoccurring Work CLINs. The rates for computation of fixed priced task order as identified below.

	Service	Unit	Base Period	Option 1	Option 2	Option 3	Option 4
01	Helicopter Flight (1 st Shift)	1 Hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
02	Helicopter Flight (2 nd Shift)	1 Hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
03	Helicopter Flight (3 rd Shift)	1 Hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
04	Helicopter Flight (Wknd Shift)	1 Hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
05	Aircraft Mechanic (1 st Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
06	Aircraft Mechanic (2 nd Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
07	Aircraft Mechanic (3 rd Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
08	Aircraft Mechanic (Wknd Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
09	Maintenance Inspector (1 st Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
10	Maintenance Inspector (2 nd Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
11	Maintenance Inspector (3 rd Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
12	Maintenance Inspector (Wknd Shift)	4 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
13	Aircraft Servicer/Handler (1 st Shift)	2 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
14	Aircraft Servicer/Handler (2 nd Shift)	2 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
15	Aircraft Servicer/Handler (3 rd Shift)	2 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
16	Aircraft Servicer/Handler (Wknd Shift)	2 hour	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP

(End of clause)

B.4 Contract Value and Funding

[illegible]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide all personnel, materials, equipment, and facilities (except as otherwise provided for in this contract) necessary to perform those functions set forth in Attachment J-01, Statement of Work (SOW).

C.2 Data Requirements List (DRL)

The contractor shall furnish all data identified and described in Attachment J-02, Data Requirements List, and all costs associated therewith are included in the price of the contract.

The Government reserves the right to delay the date of delivery of any or all DRDs specified in the DRL and such right may be exercised at no increase in the contract price. The Government also reserves the right to terminate the requirement for any or all DRDs specified in the DRL. In the event the Government exercises this latter right, the contract price shall be decreased in accordance with the Changes Clause.

To the extent that data required to be delivered under a DRL/DRD is also required to be delivered under another clause of the contract, the requirements established by both the DRL/DRD and such other contract clause shall apply. In the event of a conflict between the data requirements of the DRL/DRD and another contract clause, the contract clause shall take precedence. In the event of a conflict between the data requirements of the DRL/DRD and the Statement of Work (SOW), the SOW shall take precedence.

Nothing contained in this DRL clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DRD but required under another clause of the contract.

Each DRD report will be submitted in its native format and include the information described in attachment J-02, Data Requirements List.

(End of clause)

SECTION D - PACKAGING AND MARKING

D.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)

1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Transportation Officer, NASA
C/O ISC Warehouse, Building M6-744
Kennedy Space Center, FL 32899

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.242-15 STOP-WORK ORDER. (AUG 1989)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

BASE: 10/01/2015 – 09/30/2016
Option 1: 10/01/2016 – 09/30/2017
Option 2: 10/01/2017 – 09/30/2018
Option 3: 10/01/2018 – 09/30/2019
Option 4: 10/01/2019 – 09/30/2020

(End of clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s):

John F. Kennedy Space Center (KSC), Kennedy Space Center, FL; and,
Any other location authorized by the Contracting Officer.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)

G.2 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional

procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

X (2) Office furniture.

X (3) Property listed in Attachment J-04.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities:

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

**G.3 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors.
(JAN 2011)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

NASA, John F. Kennedy Space Center
Attn: OP-OS-IP/Cynthia R. Jarvis
Industrial Property Officer
Kennedy Space Center, FL 32899

unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost

and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

G.4 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 AND NFS 1852.245-71

For performance of work under this contract, the Government will make available the below listed Government property (GP) on a no charge-for-use basis. The Contractor shall use this property in the performance of this contract at the place of performance specified in this contract or at other location(s) as may be approved by the Contracting Officer.

1. Contractor Accountable (CAGP) subject to FAR 52.245-1

See Attachment J-03

2. Installation Accountable (IAGP) subject to NFS 1852.245-71 (a and b)

See Attachment J-04

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

1852.223-70 SAFETY AND HEALTH. (APR 2002)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

1852.228-71 AIRCRAFT FLIGHT RISKS. (DEC 1988)

1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

H.2 1852.225-70 EXPORT LICENSES. (FEB 2000)

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

H.3 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT). (MAR 1989)

(a) Of the total price of items (See table B.4), the sum of \$ (See table B.4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

(See Table B.4, Contract Value and Funding) SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
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(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment

by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (See Table B.4).

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.4 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (SEPT 2012)

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:
<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

KNPR 8715.2, Comprehensive Emergency Management Plan
KNPR 1600.1, KSC Security Procedural Requirements
KNPR 8500.1, KSC Environmental Management
KNPR 8715.3, KSC Safety Practices Procedural Requirements

Check if applicable:

☒ KNPD 1810.1 KSC Occupational Medicine Program
☒ KNPR 1860.1 KSC Ionizing Radiation Protection Program
☒ KNPR 1860.2 KSC Nonionizing Radiation Protection Program
☒ KNPR 1820.3 KSC Hearing Loss Prevention Program
☒ KNPR 1820.4 KSC Respiratory Protection Program
☒ KNPR 1840.19 KSC Industrial Hygiene Programs
☐ 45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
☒ KNPD 1800.2 KSC Hazard Communication Program
☐ KNPR 1870.1 KSC Sanitation Program
☒ KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
☒ KNPR 4000.1 Supply and Equipment System Manual
☒ KNPR 6000.1 Transportation Support System
☐ KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
☒ KNPR 8830.1 Facilities and Real Property Management Procedural Requirements

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2014) - ALTERNATE II (OCT 2001)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

52.224-2 PRIVACY ACT. (APR 1984)

52.225-1 BUY AMERICAN - SUPPLIES. (MAY 2014)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT

INFRINGEMENT. (DEC 2007)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

52.232-1 PAYMENTS. (APR 1984)

52.232-11 EXTRAS. (APR 1984)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

52.236-13 ACCIDENT PREVENTION. (NOV 1991)

52.236-13 ACCIDENT PREVENTION. (NOV 1991) - ALTERNATE I (NOV 1991)

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.
(APR 1984)**

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

52.245-1 GOVERNMENT PROPERTY. (APR 2012) - ALTERNATE I (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

1852.215-84 OMBUDSMAN. (NOV 2011)

1852.227-14 RIGHTS IN DATA - GENERAL. (APR 2015)

1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

**I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAY 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) *Alternate I* (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) *Alternate I* (JUN 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) __ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.3 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/1/15 through 09/30/16 and any option period exercised by the government.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities

exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration.

(End of clause)

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of clause)

I.7 52.219-13 NOTICE OF SET-ASIDE OF ORDERS. (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.8 1852.216-80 Task Ordering Procedure (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

I.9 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I.10 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Number	Title	No. of Pages
J-01	Statement of Work	
J-02	Data Requirements List	
J-03	Contractor Accountable Government Property List	
J-04	Installation Accountable Government Property List	

(End of Clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been

the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2014)

52.212-3 OFFEROR REPRESENTATION AND CERTIFICATIONS COMMERCIAL ITEMS (MAR 2012)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)

1852.245–80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (JAN 2011)

L.2 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Technical	12
Past Performance	3
Price	N/A

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

L.5 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.6 KSC 52.214-90 Delivery Instructions for Bids/Proposals (AUG 2005)

The offeror shall submit the following copies of the proposal:

- One Electronic Copy of Volume 1, Technical
- One Electronic Copy of Volume 2, Past Performance
- One Electronic Copy of Volume 3, Price

(a) Delivery Address:

All offers (bids or proposals) shall be sent via email on or before 10:00AM EST July 30, 2015, to Donald Wood, Contracting Officer, OP-OS at donald.wood@nasa.gov.

(b) Hand-Delivered Offers:

Hand-delivered proposals are not required. All proposals shall be submitted electronically to the email address listed in L.6 (a).

(c) Late Delivery of Offers/Bids

Late offers/bids will be processed in accordance with FAR 52.214-7, Late Submissions, Modifications and Withdrawals of Bids, FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, FAR 52.212-1 Instructions to Offerors - Commercial Items, or FAR 52.214-23, Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two Step Sealed Bidding, included in this solicitation.

(End of Provision)

L.8 Submission of Questions

Questions regarding this request for proposals must be submitted via email to the following address, on or before 10:00AM EST July 8, 2015, with the request for proposals number identified in the subject line: NNK15551195R <dona1d.wood@nasa.gov>.

(End of provision)

L.9 Administrative Information

(a) The offeror shall provide the following information in the submission of the proposal: company name, street address, phone number, Data Universal Numbering System number, CAGE code, and business classification size.

(1) The North American Industry Classification System code for this acquisition is 488190, Other Support Activities for Air Transportation.

(2) The small business size standard is \$32.5 million

(b) The offeror shall provide contact information (name, phone, FAX, email) of individuals that will serve as the offeror's primary and secondary points of contact for ordering services and the discussion and resolution of all problems involving the contract.

(End of provision)

L. 9 Preparation of Offer

The offeror's response to this request shall consist of three main parts:

(a) Technical; (b) Past Performance and; (c) Price.

(a) The Technical package shall address the following sub-factors and is limited to a total of twelve (12) pages:

(1) The Overall Management Approach, which shall include the following:

- The offeror shall describe the proposed management approach, strategies, policies and procedure to provide flexible, effective and

efficient implementation of contract requirements. This discussion shall include the strategy and process for recruiting, selecting and training fully qualified replacement and/or additional personnel necessary to perform the contract requirements. This discussion shall also include the approach to accommodating workload adjustments through the cross-utilization of personnel, use of existing corporate resources, and other plans which demonstrate the flexibility to respond to fluctuating requirements. The methodology for maintaining technical competency of personnel shall also be discussed.

- The offeror shall provide charts depicting the proposed organizational structure, including any associations with corporate or division organizations and subcontractors and describe how the organizational structure provides clear internal and external lines of authority. The offeror shall also describe the degree of local autonomy granted to the onsite Manager, any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization to include subcontractors and partners. Descriptions of local autonomy shall include as a minimum:
 - The Manager responsible for managing the contract and task orders. The proposal will clearly distinguish the prime versus the subcontractor's, team member or joint venture partner's work and responsibilities to reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer and provide training.
 - Identification of the organizational and geographical placement of authority to negotiate and sign contract modifications, develop proposals, release completed work and vouchers to the Government, administer, and terminate subcontracts.
 - Describe the communication channels (customer focused both internally within the contractor team and to external clients with a single voice), the lines of authority (including the line of succession if the Manager is unavailable), reporting relationships, and responsibilities of all organizational elements.

(2) The Incumbent Capture Plan, which shall include the following:

- The offeror shall indicate any proposed incumbent capture rate as a percentage of the total workforce, the justification of this rate and the methods proposed to recruit and hire incumbents. The offeror shall also describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from (including both offeror and subcontractors) outside recruitment (other than incumbent workforce), and internal labor resource (corporate or company-wide other than incumbent workforce).

(3) The Organizational Conflicts of Interest (OCI) Preliminary Analysis, which shall

include the following:

- In accordance with NASA FAR Supplement 1852.237-72, Access to Sensitive Information (JUN 2005), offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract and Task Orders. This analysis shall address organizational conflicts of interest that might arise because the offeror has access to other companies' sensitive information and shall address specific methods to control, mitigate or eliminate all problems identified.

(4) The Phase-in plan, which shall include the following:

- The offeror shall describe the overall strategy, approach and time period for ensuring a smooth and seamless transition of personnel for effective and efficient operations without any disruption in services. The offeror's phase-in plan shall include the phase-in time required for badging requirements and background checks as indicated in Security Controls (located in the Terms & Conditions of this solicitation), training of personnel, and any other issues deemed critical to a successful transfer from the current contract to this follow on effort.

(5) The Requirements Approach, which shall include the following:

- A description of the offeror's expertise required to successfully accomplish the requirements in Attachment J-01, Statement of Work, specifically addressing the details of the methodology, processes, procedures, and tools required to accomplish the performance requirements.

(b) The Past Performance package shall include the following and is limited to three (3) pages:

- A brief narrative on the offeror's recent and relevant experience with all discipline areas of helicopter operations and maintenance.
- Information of the comparable work to the effort required within the past three years, which identifies the company's customer, customer's POC contract information, performance period, dollar amount, contract type, contact information and a short description of the project/effort.

(c) The Price package shall include the following:

- The offeror shall propose a firm fixed price amount for the Baseline Work (CLINs 01, 03, 05, 07, 09).
- The offeror shall propose fully burdened rates for the items identified in Table L.10, Price Template below, which corresponds with the items in contract table B.3, with no deviations. For price evaluation purposes, the Government will use the estimates in Table L.10 along with the proposed rates to compute a total price for each proposal. The sum of all CLINS plus phase in (if applicable) will be used to calculate total price.

L.10 Price Template

	Base Period (CLIN 01)	Option 1 (CLIN 03)	Option 2 (CLIN 05)	Option 3 (CLIN 07)	Option 4 (CLIN 09)	TOTAL
Baseline Work	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP

	Service	Base Period (CLIN 02)			Option 1 (CLIN 04)			Option 2 (CLIN 06)		
		Proposed Rate	Quantity	TOTAL	Proposed Rate	Quantity	TOTAL	Proposed Rate	Quantity	TOTAL
01	Helicopter Flight (1 st Shift)	\$TBP	2		\$TBP	2		\$TBP	2	
02	Helicopter Flight (2 nd Shift)	\$TBP	3		\$TBP	3		\$TBP	3	
03	Helicopter Flight (3 rd Shift)	\$TBP	2		\$TBP	2		\$TBP	2	
04	Helicopter Flight (Wknd Shift)	\$TBP	2		\$TBP	2		\$TBP	2	
05	Aircraft Mechanic (1 st Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
06	Aircraft Mechanic (2 nd Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
07	Aircraft Mechanic (3 rd Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
08	Aircraft Mechanic (Wknd Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
09	Maintenance Inspector (1 st Shift)	\$TBP	4		\$TBP	4		\$TBP	4	
10	Maintenance Inspector (2 nd Shift)	\$TBP	4		\$TBP	4		\$TBP	4	
11	Maintenance Inspector (3 rd Shift)	\$TBP	2		\$TBP	2		\$TBP	2	
12	Maintenance Inspector (Wknd Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
13	Aircraft Servicer/Handler (1 st Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
14	Aircraft Servicer/Handler (2 nd Shift)	\$TBP	2		\$TBP	2		\$TBP	2	
15	Aircraft Servicer/Handler (3 rd Shift)	\$TBP	2		\$TBP	2		\$TBP	2	
16	Aircraft Servicer/Handler (Wknd Shift)	\$TBP	1		\$TBP	1		\$TBP	1	
TOTAL										

	Service	Option 3 (CLIN 08)			Option 4 (CLIN 10)		
		Proposed Rate	Quantity	TOTAL	Proposed Rate	Quantity	TOTAL
01	Helicopter Flight (1 st Shift)	\$TBP	2		\$TBP	2	
02	Helicopter Flight (2 nd Shift)	\$TBP	3		\$TBP	3	
03	Helicopter Flight (3 rd Shift)	\$TBP	2		\$TBP	2	
04	Helicopter Flight (Wknd Shift)	\$TBP	2		\$TBP	2	
05	Aircraft Mechanic (1 st Shift)	\$TBP	1		\$TBP	1	
06	Aircraft Mechanic (2 nd Shift)	\$TBP	1		\$TBP	1	
07	Aircraft Mechanic (3 rd Shift)	\$TBP	1		\$TBP	1	
08	Aircraft Mechanic (Wknd Shift)	\$TBP	1		\$TBP	1	
09	Maintenance Inspector (1 st Shift)	\$TBP	4		\$TBP	4	
10	Maintenance Inspector (2 nd Shift)	\$TBP	4		\$TBP	4	
11	Maintenance Inspector (3 rd Shift)	\$TBP	2		\$TBP	2	
12	Maintenance Inspector (Wknd Shift)	\$TBP	1		\$TBP	1	
13	Aircraft Servicer/Handler (1 st Shift)	\$TBP	1		\$TBP	1	
14	Aircraft Servicer/Handler (2 nd Shift)	\$TBP	2		\$TBP	2	
15	Aircraft Servicer/Handler (3 rd Shift)	\$TBP	2		\$TBP	2	
16	Aircraft Servicer/Handler (Wknd Shift)	\$TBP	1		\$TBP	1	
TOTAL							

Total Evaluated Price:

[illegible]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Evaluation of Proposals

The Government reserves the right to award on initial proposals, without discussions. Each proposal will be evaluated on:

- (a) Technical;
- (b) Past Performance; and,
- (c) Price.

Technical is more important than Past Performance. Technical and Past Performance, when combined, are significantly more important than price.

If the Government determines that, due to unrealistically low or significantly understated labor rates, there is an unreasonably high risk of default, such determination could serve as a basis for non-selection.

(End of provision)

M.2 Technical Evaluation

The Offeror's Technical package will be evaluated on the following sub-factors:

(1) The Overall Management Approach, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on the proposed management approach, strategies, policies and procedure to provide flexible, effective and efficient implementation contract requirements. The Offeror's proposal will be evaluated on the strategy and process for recruiting, selecting and training fully qualified replacement and/or additional personnel necessary to perform contract requirements. The Offeror's proposal will be evaluated on the approach to accommodating workload adjustments through the cross-utilization of personnel, use of existing corporate resources, and other plans which demonstrate the flexibility to respond to fluctuating requirements. The Offeror's proposal will be evaluated on the methodology for maintaining technical competency of personnel.
- The Offeror's proposal will be evaluated on the proposed organizational structure, including any associations with corporate or division organizations and subcontractors and how the organizational structure provides clear internal and external lines of authority. The Offeror's proposal will be evaluated on the degree of local autonomy granted to the business manager, any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization to include subcontractors and partners. The Offeror's proposal will be evaluated on the descriptions of local autonomy, which shall include as a minimum:
 - The Business Manager responsible for managing the contract and resultant task order. The Offeror's proposal will be evaluated on

distinguishing the prime versus the subcontractor's, team member or joint venture partner's work and responsibilities to reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer and provide training.

- The Offeror's proposal will be evaluated on the identification of the organizational and geographical placement of authority to negotiate and sign contract modifications, develop proposals, release completed work and vouchers to the Government, administer, and terminate subcontracts.
- The Offeror's proposal will be evaluated on the communication channels (customer focused both internally within the contractor team and to external clients with a single voice), the lines of authority (including the line of succession if the Business Manager is unavailable), reporting relationships, and responsibilities of all organizational elements.

(2) The Incumbent Capture Plan, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on any proposed incumbent capture rate as a percentage of the total workforce, the justification of this rate and the methods proposed to recruit and hire incumbents. The Offeror's proposal will also be evaluated on the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from (including both offeror and subcontractors) outside recruitment (other than incumbent workforce), and internal labor resource (corporate or company-wide other than incumbent workforce).

(3) The Organizational Conflicts of Interest (OCI) Preliminary Analysis, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. This analysis shall address: Organizational Conflicts of Interest (OCI) that might arise because the Offeror has access to other companies' sensitive information. Offerors shall address specific methods to control, mitigate or eliminate all problems identified. OCI analysis shall take into account all OCIs over the term of the contract.

(4) The Phase-in plan, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on the overall strategy, approach and time period for ensuring a smooth and seamless transition of personnel for effective and efficient operations without any disruption in services. The Offeror's proposal will be evaluated on the phase-in plan, which shall include the phase-in time required for badging requirements and background checks as indicated in Security Controls (located in the

Terms & Conditions of this solicitation), training of personnel, and any other issues deemed critical to a successful transfer from the current contract to this follow on effort.

(5) The Requirements Approach, which will be evaluated on the following:

- The Offeror's proposal will be evaluated on the description of the offeror's expertise required to successfully accomplish the requirements in Attachment J-01, Statement of Work, specifically addressing the details of the methodology, processes, procedures, and tools required to accomplish the performance requirements.

(End of provision)

M.3 Past Performance Evaluation

The Offeror's Past Performance will be evaluated on the following:

- The narrative on the offeror's recent and relevant experience within all discipline areas of flight operations and maintenance support.
- Information of the comparable work to the effort required within the past three years, which identifies the company's customer, customer's POC contract information, performance period, dollar amount, contract type, contact information and a short description of the project/effort.

In accordance with, NFS 1815.305, Proposal Evaluation, the past performance factor shall be evaluated for each offeror using the following levels of confidence ratings:

Very High Level of Confidence:

The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence:

The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence:

The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)

Low Level of Confidence:

The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence:

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)

Neutral:

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

The evaluation may be limited to specific areas of past performance considered most germane for the instant acquisition. It may include any or all of the items listed in FAR 42.1501, and/or any other aspects of past performance considered pertinent to the solicitation requirements or challenges. Regardless of the areas of past performance selected for evaluation, the same areas shall be evaluated for all offerors. Interviews may be used to solicit assessments of the offeror's performance, as either a prime or subcontractor, from the offeror's previous customers.

(End of provision)

M.4 Price Evaluation

The price factor shall be evaluated based on the proposed fixed price cost of the baseline work (including the base year plus four option years), as well as the estimated occurrences of the non reoccurring work items along with the proposed fully burdened rates, from Table L.10, to compute a total price for each proposal. The sum of the contract period of performance and phase-in will be used to calculate total price.

(End of provision)